

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
TABERNA - PHASE IV

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 30th day of September, 1998, and is submitted for recordation by Weyerhaeuser Real Estate Company, a corporation qualified to do business in the State of North Carolina (hereinafter "Declarant").

RECITALS:

Declarant has prepared a master development plan for a predominantly residential community named Taberna, located in Craven County, City of New Bern, North Carolina. The development plan for Taberna is set out in the Protective Covenants for Taberna recorded in Book 1488, Pages 565 - 599, Craven County Registry ("Master Covenants"). Certain properties particularly described in the Master Covenants were subjected to its provisions upon its recordation. Declarant reserved the right, in Paragraph 2 of the Master Covenants, to subject described additional properties to the terms and conditions of the Master Covenants. Declarant further reserved the right to impose new or different development guidelines and restrictions on the additional properties made subject to the Master Covenants. The purpose of this Amendment to Protective Covenants ("Amendment") is to subject additional properties more fully described hereinafter to the terms and conditions of the Master Covenants, and to specify particular restrictions and easements applicable to the properties hereby annexed.

Therefore, the Master Covenants are hereby amended as follows:

1. ADDITIONAL PROPERTIES. The provisions of the Master Covenants shall apply fully to all of the property as shown on that plat of Taberna, Phase IV, recorded in Plat Cabinet G, Slides 61C through E, Craven County Registry, including, without limitation, Lots 300 through 346, as well as all rights of way and other properties described thereon. Said plat shall herein be referred to as the "Plat." All of the terms and provisions of the Master Covenants shall be fully binding and applicable to the property so described, except as specifically modified herein. The Lots shown on the Plat shall be referred to herein as "Phase IV Lots."

Declarant further subjects all property denoted "Association Property" and "Association Property Green," if any, on the Plat to the terms and provisions of the Master Covenants, and agrees to convey and utilize said properties as more fully set out in the Master Covenants, with no residential or commercial construction to be allowed thereon.

2. DUES. Annual dues payable to the Association (pro-rated as appropriate) shall be due and payable upon each Phase IV Lot upon the earlier to occur of the following:

A. The first day of the month following the date of transfer of title to any Phase IV Lot by Declarant to a third party; or

B. January 1, 1999.

3. ASSOCIATION RESPONSIBILITIES. The Association shall be responsible for owning and maintaining all properties designated as "Association Property" or "Association Property Green" on the Plat. The Association shall have the right to establish maintenance standards for such properties, and to maintain such properties in accordance with such standards. The Association shall also own that private street more fully described hereafter in paragraph 6.

4. BUILDING RESTRICTIONS. All restrictions contained in the Master Covenants (with exception of those contained in paragraph 21) shall be fully applicable to Phase IV Lots, except as specifically modified hereby. Lots 300 through 317 and 341 through 346, are, for all purposes, to be considered Lots with golf course frontage, so that, without limitation, the easements contained in paragraph 13 of the Master Covenants and the provisions of paragraph 16 of the Master Covenants shall be fully applicable to said Lots. Lots 324 through 329 shall be considered Water Front Lots, and are hereinafter referred to as "Taberna Landing Lots." No docks, piers, bulkheads or other improvements on such Lot shall be allowed without approval of the Committee. The Committee has adopted water access building guidelines applicable to Taberna Landing Lots, which include the following conditions and limitations:

A. no elevated structure shall be constructed beyond the rear minimal building envelope setback line;

B. walkway structures constructed over wetlands may not exceed six feet in width;

C. maximum dock surface area may not exceed 192 square feet; and

D. no structure may extend over the water greater than twenty five percent of the channel width.

The minimum square footage of heated, enclosed living space for each approved Living Unit constructed on Lots 300 through 317, Lots 324 through 329 and Lots 341 through 346 as shown on the Plat shall be 2,000 square feet for single level homes and 2,200 square feet for two level homes, a minimum of 1,400 square feet of such space being located in the first living floor of each two level Living Unit. The minimum square footage of heated, enclosed living space for each approved Living Unit constructed on all remaining Lots within Phase IV, Taberna, as shown on the Plat shall be 1,800 square feet for single level homes and 2,000 square feet for two level homes, a minimum of 1,300 square feet of such space being located in the first living floor of each two level Living Unit. Carports, garages, attics, porches, patios, decks and basements shall not be considered heated, enclosed living space.

5. IMPERVIOUS SURFACE LIMITATIONS. The maximum impervious surface allowed on Lots 300 through 315, Lots 321 through 323, Lots 330 through 333, Lots 339 through 342 and Lot 346 is 4,500 square feet per lot. The maximum impervious surface allowed on Lots 316 through 320, Lots 324 through 329 and Lots 334 through 338 is 6,500 square feet per lot. The maximum impervious surface allowed on Lot 343 through 345 is 3,600 square feet per lot.

The maximum impervious surface allowed is inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement. Impervious surfaces include structures, pavement, walkways of brick, stone and slate, but do not include wood decking.

Filling in or piping of any vegetative conveyances (ditches, swells, etc.) within Taberna shall not be allowed except for average driveway crossings.

Impervious surfaces are more fully defined by the Department of Environmental Management, which definitions are hereby incorporated by reference, but impervious surfaces include, without limitation, areas covered or altered so as to significantly restrict the percolation of stormwater into the soil thereunder. As set out in the Master Covenants, the State of North Carolina has specific authority to enforce this restriction by legal or equitable means, and no substantive amendment of this provision shall be allowed without approval of the State of North Carolina.

6. TABERNA LANDING RESTRICTIONS. The following specific benefits and restrictions shall apply to Taberna Landing Lots, as

above identified, and shall be in addition to any other restrictions or conditions applicable to said lots contained herein or in the Master Covenants:

A. That 50' public utility right-of-way and private access shown on the Plat (Page 3), and extending from the terminus of the cul de sac at the end of Brugg Court, shall be owned by the Association, and the Association shall be entitled to determine utilization thereof, including limitations thereon, and shall further be authorized to allow utility use thereof. Access shall not be denied to Taberna Landing Owners and their guests, which Owners are herein granted a perpetual right of access and ingress over said private access, which right is appurtenant to each Taberna Landing Lot.

B. Association shall maintain said 50' public utility right-of-way and private access, and is specifically authorized to charge to each Taberna Landing Lot Owner Supplemental Dues as allowed by the Master Covenants, for maintenance thereof (including maintenance reserves). The Supplemental Dues payable by each Taberna Landing Lot Owner for the 1999 calendar year shall be \$300.00. Said amount may be adjusted annually as set out in the Master Covenants.

7. DEFINITIONS. All definitions contained in the Master Covenants are hereby incorporated within this Amendment by reference.

8. SURVIVAL. Except as specifically amended by this Amendment, all provisions of the Master Covenants, to the extent not limited therein to particular designated Lots, and as the same may be amended from time to time, shall be fully applicable to all Phase IV Lots, and the terms and conditions of the Master Covenants shall remain in full force and effect as to all Lots encumbered hereby and thereby.

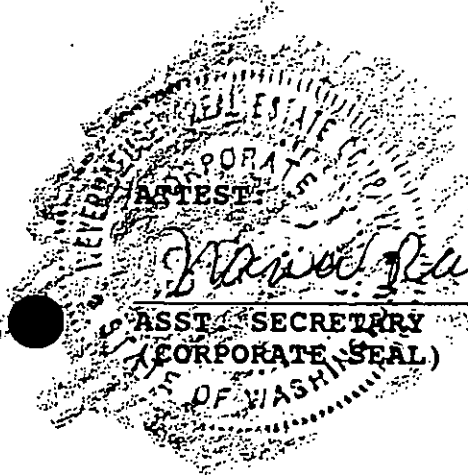
IN WITNESS WHEREOF, the undersigned have executed this instrument under authority duly given as of the day and year first above written.

WEYERHAEUSER REAL ESTATE COMPANY

BY:

John M. Doughty

JOHN M. DOUGHTY, ASST. VICE PRESIDENT



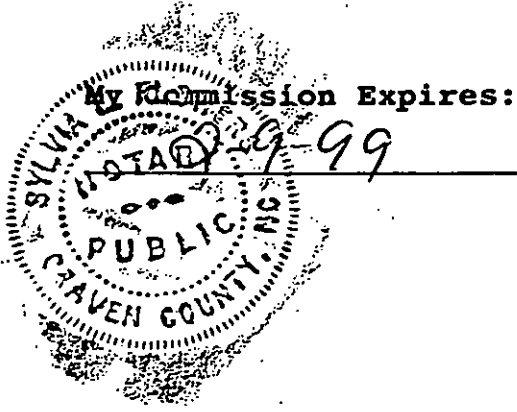
STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Sylvia L. Flowers, a Notary Public of the County and State aforesaid, certify that Nan W. Rackly personally came before me this day and acknowledged that she is Assistant Secretary of Weyerhaeuser Real Estate Company, a corporation of the State of Washington, qualified to do business in North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Assistant Vice President, sealed with its corporate seal and attested by its Assistant Secretary.

Witness my hand and official stamp or seal, this 2nd day of October, 1998.

Sylvia L. Flowers
Notary Public



WEYER\Taberna.IV
9/13/98

State of North Carolina, Craven County
The foregoing certificate(s) of Sylvia L. Flowers
Weyerhaeuser Co.
is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, NC in Book 1654, page 390.
This 2nd day of October, A.D. 1998 at 8:10 o'clock
Stacy Thompson Register of Deeds
Sylvia L. Flowers Asst. Register of Deeds